

Dallas

2020 JUL 21 PM 3:05

Chris Bhatt
Plaintiff

DEPUTY CLERK 82

v.

3:14-3445

Case Number

Conapt America Inc. e/g Restaurants -
Defendant America, Prime Bar Greenwood, LLC;
MICHAEL BROWNING

Notice To File - Release And Indemnity Agreement

* Attach additional pages as needed.

Date 7-21-20

Signature [Signature]

Print Name Michael W. Browning

Address 205 Wimbush Dr.

City, State, Zip Allen, Tx 75013

Telephone N/A

UNITED STATES DISTRICT COURT
NORTH DISTRICT OF TEXAS
DALLAS DIVISION

CHRIS BHATTI,

Plaintiff,

v.

CONCEPT AMERICA INC. c/o
RESTAURANTS – AMERICA, PRIME
BAR GREENWAY, LLC; AND MICHAEL
BROWNING

Defendant.

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Civil Action No.: 14-3445

RELEASE AND INDEMNITY AGREEMENT

STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS THAT:

COUNTY OF Dallas §

For and in consideration of the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge and confessed, the undersigned, Chris Bhatti, for himself, and for his heirs, executors, administrators, estate, legal representative, assigns, and all other claiming under them (hereinafter the "Releasing Parties") does hereby compromise, settle, remise, release and forever discharge Michael Browning, his heirs, agents, servants, legal representatives, attorneys, and employees, and any and all other persons, firms, organizations or corporations legally responsible, whether named herein or not (hereinafter the "Released Parties"), of and from all claims, debts, demands, actions, causes of action, suits, contracts, agreements, judgments and liabilities whatsoever, both as law and in equity (hereinafter "Claims"), which the Releasing Parties have ever had, now have, or may hereinafter have against any of the Released Parties, jointly or severally, for or by reason of any matter, cause or thing whatsoever occurring prior to the date of this instrument, whether known or unknown, suspected or unsuspected, whether in the nature of a tort claim, assault claim, contract claim, statutory claim, "Bad Faith" claims or otherwise (including but not limited to the handling, investigation, negotiation, and payment of Claims), arising out of an incident made the basis of this suit, and including, without in any way

limiting the generality of the foregoing, and Claims which were asserted or could have been asserted in the lawsuit styled Chris Bhatti vs. Concept America, Inc. c/o Restaurants-America, Prime Bar Greenway, LLC, and Michael Browning, Civil Action No.: 14-3445, in the United States District Court, North District of Texas, Dallas Division (which suit Releasing Parties agree will be dismissed with prejudice), or any Claims which in any way relate to, arise out of, or are in any way connected with the allegations that the injuries and damages sustained by the undersigned, Chris Bhatti, on or about October 20, 2012, were the result of negligence or assault on the part of Released Parties

FOR THE SAME CONSIDERATION, THE UNDERSIGNED HEREBY AGREES ON BEHALF OF HIMSELF AND HIS ASSIGNS NEVER AGAIN TO BRING SUIT IN ANY COURT AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY OF THE ALLEGATIONS THAT ARE THE SUBJECT MATTER OF CIVIL ACTION NO. 14-3445 STYLED CHRIS BHATTI VS CONCEPT AMERICA, INC. C/O RESTAURANTS-AMERICA, PRIME BAR GREENWAY, LLC, AND MICHAEL BROWNING AND TO HOLD THE RELEASED PARTIES HARMLESS FROM, AND TO DEFEND AND INDEMNIFY THE RELEASED PARTIES AGAINST, ALL FURTHER CLAIMS, DEMANDS, COSTS OR EXPENSES INCURRED BY THEM IN THE EVENT THE RELEASING PARTIES OR ANY PARTY CLAIMING BY, THROUGH, OR UNDER THEM EVER AGAIN INSTITUTES SUIT OR MAKES CLAIMS AGAINST THE RELEASED PARTIES WITH RESPECT TO THE ALLEGATIONS THAT ARE THE SUBJECT MATTER OF THE ABOVE MENTIONED CAUSE; SUCH INDEMNIFICATION SHALL INCLUDE, BUT IS NOT LIMITED TO, THE AMOUNTS OF SAID CLAIMS AND THE COSTS OF DEFENDING THEM, INCLUDING ATTORNEYS' FEES AND COURT COSTS. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HIS INTERESTS IN HIS LAWSUIT HAVE BEEN FULLY PROTECTED, AND THERE ARE NO OUTSTANDING ASSIGNMENTS OR CLAIMS OF ANY TYPE FOR ATTORNEY'S FEES OR EXPENSES ASSOCIATED WITH SAID LAWSUIT. IT SHALL BE THE OBLIGATION OF THE UNDERSIGNED TO FULFILL OR PAY FROM THE PROCEEDS OF THIS SETTLEMENT ANY INTEREST FEES, COSTS- EXPENSES AND/OR CLAIMS MADE BY ANY OTHER ATTORNEY, AND THE UNDERSIGNED DOES HEREBY INDEMNIFY AND AGREE TO HOLD THE RELEASED PARTIES AND ALL HIS ATTORNEYS OF RECORD HARMLESS

FROM ANY OBLIGATION OWED OR CLAIMED TO BE OWED TO ANY OTHER ATTORNEY OUT OF THE SETTLEMENT FUNDS ARISING FROM OR UNDER THE ACCOMPANYING AGREEMENT AND RELEASE.

THIS INDEMNITY AGREEMENT INCLUDES BUT IS NOT LIMITED TO THE RELEASING PARTIES EXPRESSLY AGREEING TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR THE RELEASED PARTIES' OWN NEGLIGENCE AND/OR ACTIONS IN THE ABOVE DESCRIBED LAWSUIT, AND SHALL APPLY WHERE SUCH CLAIMS, INJURIES OR DAMAGES ARE CAUSED BY THE RELEASED PARTIES' ACTIONS, SOLE NEGLIGENCE, OR THE JOINT NEGLIGENCE OF THE RELEASED PARTIES AND/OR ANY OTHER PERSON OR ENTITY.

The undersigned further acknowledges that the Released Parties have denied and continue to deny all allegations with respect to the above-described lawsuit, and that the settlement of the above lawsuit, the payment of the above-described sums, and any other actions taken by the Released Parties in connection therewith shall not be deemed to be, or construed as, an admission of liability by any of the Released Parties, or as an admission of the truthfulness of any of the allegations made by any of the Releasing Parties, but rather said actions have been taken in order to avoid the expense and inconvenience of further litigation. The undersigned further acknowledges that the Claims made were of an uncertain nature and not capable of measurement with mathematical certainty.

The undersigned represents that he is the owner of the Claims being released herein, and that he has not transferred, assigned or otherwise encumbered said claims or any part thereof.

The undersigned hereby states that he has made a full and complete investigation of the circumstances surrounding this matter, and that he has full knowledge of all facts involved.

The undersigned further states that he understands this to be a full, final, and complete settlement.

In making this agreement of settlement and compromise, the undersigned has not relied upon any statement or representations pertaining to this matter made by the Released Parties or by any person or persons representing them

The undersigned further states that he has carefully read the foregoing Release and Agreement and that he knows the contents thereof, that he has had the opportunity to confer fully with any person of his choosing concerning the contents and legal consequences of the execution thereof and that he has executed this Release and Agreement of his own free will.

Any and all Claims against parties not specifically released herein, if any, and which are in any way related to or arise out of the matters which are the subject of the above-described lawsuit are hereby assigned in full to the Released Parties.

The terms of this Release and Agreement are contractual and not a mere recital.

All releases, agreements, promises, undertakings, representations, acknowledgments, statements or other actions taken by any of the Releasing Parties in or pursuant to the terms of this Release and Agreement shall be binding upon the said Releasing Parties and their respective heirs, executors, administrators, estates, legal representatives, agents and assigns.

The undersigned and his attorney(s) of record further represent and warrant and understand and agree that they shall pay or be solely responsible for paying all doctor's liens, hospital liens, attorney's liens, subrogation claims or worker's compensation liens or subrogation claims, together with drug or other medical expenses, past and future, incurred by, for or on behalf of Chris Bhatti, and the undersigned and his attorney(s) of record do expressly agree to indemnify and hold harmless the Released Parties, and all other persons, firms, organizations or corporations legally responsible, whether named herein or not, and their agents, representatives, successors, assigns and attorneys, from any liability or claim of liability for the payment of such doctor's liens, hospital liens, attorney's liens, subrogation claims or worker's compensation liens or subrogation claims, together with drug and other medical expenses, and from any liability or claim of liability that may be alleged under any federal, state or municipal law, statute or ordinance, including those pertaining to Medicare and Medicaid.

Further, Plaintiff agrees to hold the Released Parties harmless from all claims for medical expenses, loss of consortium, bystander/emotional trauma damages, and claims-over for contribution, and Plaintiff agrees to indemnify Released Parties for all expenses (including attorneys' fees) incurred in connection with defending against any such claims.

This RELEASE AND AGREEMENT is entered into in the State of Texas, and shall be construed and interpreted in accordance with its laws.

In Witness Whereof, the undersigned has hereunto set his hand at Dallas County, Texas on this 8 day of September ²⁰¹⁶.

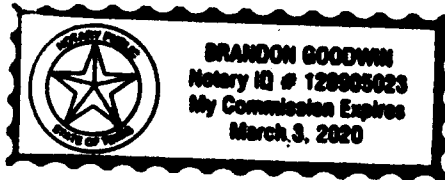
A handwritten signature in black ink, appearing to read "Chris Bhatti", written over a horizontal line.

Chris Bhatti

STATE OF TEXAS §
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COUNTY OF Dallas §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Chris Bhatti known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he has read the foregoing, and fully understand it to be a complete release of all Claims, and an agreement of indemnity as described therein, and the he has executed the same for the purposes and consideration expressed therein.

SUBSCRIBED AND SWORN TO BEFORE ME, on the 8 day of September, 2016, to certify which witness my hand and official seal.



[Signature]
NOTARY PUBLIC in and for the
State of Texas

My Commission Expires:

03/03/2020

APPROVED AS TO FORM AND CONTENT:

[Signature: Ditty S Bhatti]
Ditty Bhatti
Attorney for Plaintiff

Dallas

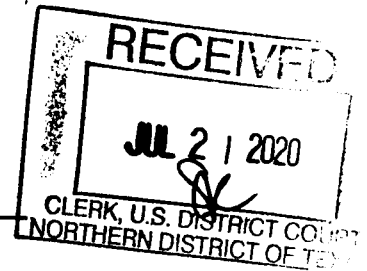
Chris Bhatti
Plaintiff

v.

3:14-CV-3445
Case Number

Michael W. Brownings, Concepts America, INC c/o
Defendant Restaurants - America, Prime Bar
Greenway, LLC

Defendants Request for Response to Motion For
Protective ORDER



* Attach additional pages as needed.

Date 7-21-20

Signature

A handwritten signature in black ink, appearing to read "Michael W. Brownings".

Print Name

Michael W. Brownings

Address

2005 Wimbledon Dr.

City, State, Zip

Allen, Tx 75013

Telephone

N/A